

AUG 19 1924

H. B. CAWTHORNE

Gen. Siles

REFERRED TO
RIGHT OF WAY FILE NO. 5367

THIS AGREEMENT made this 13th day of August A. D. 1924, between the PERE MARQUETTE RAILWAY COMPANY, a Michigan corporation, hereinafter for convenience called the "Pere Marquette", and the DETROIT EDISON COMPANY, a Michigan corporation, hereinafter for a like convenience called the "second party".

WITNESSETH:

The Pere Marquette, so far as it may lawfully do so, grants to the second party at its request, subject however, to such consent and approval as the second party may be required to obtain from public authority and to all the conditions and requirements which such authority may impose, the right to install and maintain two electric cables across its right of way and under its tracks at the intersection of said tracks with Main Street in the Village of Brighton, Michigan, the exact location of each of said cables being as indicated in yellow on the blue print attached hereto and made a part hereof, on the following terms and conditions, however, which are hereby agreed to and accepted by the second party:

1. The said cables, at the points where the same cross underneath Pere Marquette's right of way and tracks as aforesaid, shall carry 7500 volts each, shall each be encased in a conduit pipe two (2) inches in diameter, and said conduit pipes shall be laid not less than three (3) feet below base of rail.
2. The work of installing said cables and maintaining the same after installation shall be performed by and at the expense of the second party and in such a manner as not to interfere with the movement of railroad traffic over the tracks at the point of crossing; at least five (5) days' written notice shall be given to the Chief Engineer of the Pere Marquette before the work of installing or repairing said cables across its property shall be commenced; all excavations shall be properly protected and filled and the premises of the Pere Marquette left in as good condition as before entering thereon; and all reasonable requests of said Pere Marquette or its representatives, concerning both the temporary and permanent manner of sustaining its tracks and otherwise protecting its property shall be complied with by the second party.
3. The second party shall and does hereby agree to pay to the Pere Marquette, on demand, the actual cost of any necessary stringers or other material required, and the cost of placing the said stringers or other material for the purpose of supporting its tracks while the work of installation is under way and the cost of removing same after the completion of said work, and also the wages of said Pere Marquette's inspector while supervising said work; it being understood that the Pere Marquette shall be put to no expense in connection with the installation or maintenance of said cables.
4. The second party shall pay to the Pere Marquette any damage sustained by the said Pere Marquette by reason of the failure of the second party or its Contractor to comply with any of these conditions.
5. The second party shall at all times hereafter assume all liability, if any, for damage or injury to persons or property caused either wholly or in part by the installation, maintenance or existence of the cables covered by this grant upon the property of the Pere Marquette and also all liability, if any, for damage or injury to persons or property engaged in or about the installation or maintenance of said cables, whether caused by the engines, cars or trains of the Pere Marquette, or otherwise, and will indemnify and save the Pere Marquette, its successors and assigns, harmless therefrom. This agreement shall be binding upon the parties hereto and their respective successors and assigns.

6. In case the Pere Marquette shall at any time hereafter desire to change the grade of its line, otherwise improve or change its facilities at the point where the said cables are located, or for any reason whatever desire that said cables be removed or their location changed, it shall give the second party sixty (60) days' notice in writing, and second party agrees that before the expiration of said sixty (60) days it will either remove or change (whichever is desired by the Pere Marquette) the location of said cables and restore the premises of the Pere Marquette to their condition prior to installation of said cables.

IN WITNESS WHEREOF the parties hereto have executed this agreement in duplicate the day and year first above written.

P. M. APPROVAL	
<i>W. H. B. for</i>	Gen. Atty.
.....	Vice Pres. & Gen. Aud.
.....	Supt.
.....	Gen'l. Supt.
<i>H. C. B.</i>	Ch. Eng.
.....	F. T. M.
.....	A. G. M.

PERE MARQUETTE RAILWAY COMPANY

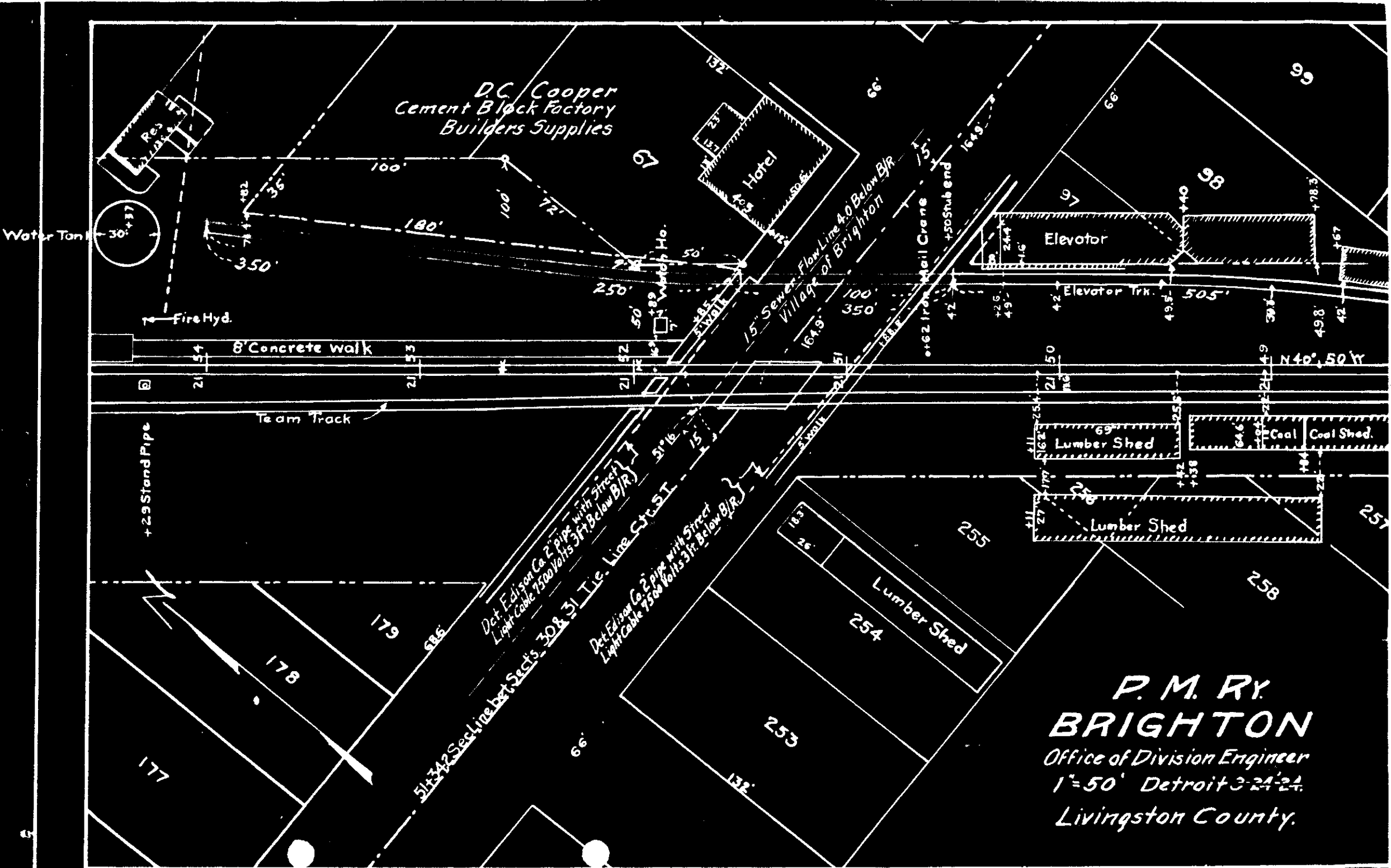
By *John R. H. Dwyer*
Its President.

DETROIT EDISON COMPANY

By *Sam Sheridan*
Its Vice President

OK
J. H. B.

Recorded R/W # 5367



P. M. RY.
BRIGHTON
 Office of Division Engineer
 1"=50' Detroit 3-24-24.
 Livingston County.